

**Last Updated:** May 21, 2025

These Supplemental Terms (“**Supplemental Terms**”) apply to and are made a part of each Order Form entered into between the Trimble legal entity named on that Order Form, with an address for notice purposes as set forth on that Order Form (“**Trimble**”, “**our**”, “**we**”, and “**us**”) and the customer named on that Order Form (“**Customer**”, “**you**” and “**your**”) (each, a “**Party**,” and together, the “**Parties**”) which Order Form expressly incorporates by reference both these Supplemental Terms and the Master Terms and Conditions (the “**Master Terms**”) as well as other terms referenced on the Order Form (the Order Form with the incorporated terms, any Statements of Work, and any other amendments, addendums, modifications, exhibits and schedules to the foregoing collectively, the “**Agreement**”). These Supplemental Terms will have no independent force or effect except as incorporated by reference into the Order Form. The Agreement forms the agreement between the Parties for the services specified on the Order Form. By initialing or executing the Order Form, you confirm your acceptance of all incorporated terms. Capitalized terms used but not defined in these Supplemental Terms will have the meanings given to them elsewhere in the Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **A. Definitions and Scope.**

**A.1. Definitions.** In addition to the definitions in the Master Terms, the following definitions apply to the Agreement:

- A.1.1.** “**Billing Commencement Date**” means the date determined by us and communicated to you in the respective Agreement.
- A.1.2.** “**Carrier**” means a company which receives a transport order from a Shipper and is responsible for carrying it out, including, but not limited to, suppliers of Shipper.
- A.1.3.** “**Change Request**” means Customer’s request to change the initial scope of Services already defined in the respective Statement of Work and to perform the scope analysis with regard to such Change Requests by Service Provider.
- A.1.4.** “**Go-Live**” means the date agreed between Parties for the productive start of Customer’s activity on the Platform.
- A.1.5.** “**Implementation and Set-Up Services**” means the set-up, implementation, integration, and training Services provided by us in connection with the Transporeon Solution for which you have purchased a Subscription, as agreed upon in a Statement of Work.
- A.1.6.** “**Service Partner**” means any party acting as subcontractor of Transporeon in connection with the provision of the Transporeon Solution, including without limitation those providers listed at [https://legal.transporeon.com/transporeon\\_service\\_providers.pdf](https://legal.transporeon.com/transporeon_service_providers.pdf).
- A.1.7.** “**Shipper**” means a producer or distributor of goods who issues transport orders.
- A.1.8.** “**Transporeon**” means our Affiliate Transporeon GmbH and its subsidiaries and Affiliates in the Transporeon business segment of Trimble including those listed at [https://legal.transporeon.com/transporeon\\_entities.pdf](https://legal.transporeon.com/transporeon_entities.pdf), who collectively are our permitted subcontractor(s) and the service provider(s) of Transporeon Solutions for which you have purchased Subscriptions, and Services related thereto.
- A.1.9.** “**Transporeon Solution**” means features and functionality of Platform solutions, including without limitation any Enhancements or components, for which you purchase a Subscription through an Order Form or Statement of Work.
- A.1.10.** “**Platform**” means the internet-based communication and transaction platform(s) provided by Transporeon to commercial customers (business to business).

**A.2. Scope.** You are entering into the Order Form or Statement of Work for the purchase of one or more Subscriptions to Transporeon Solutions and/or related Services. You agree that we use Transporeon and its Service Partners as our subcontractors to provide the Transporeon Solution and related Services, subject to our responsibility for their acts and omissions as set forth in the Master Terms. Your signature on the Order Form and/or Statement of Work constitutes an offer to us, which will only be considered accepted by us as the date on which we execute the Order Form or Statement of Work. You agree to purchase the Subscriptions and Services listed the Order Form or Statement of Work at the prices stated therein. Notwithstanding Section 1 of the Master Terms, with respect to an Agreement incorporating these

Supplemental Terms, in the event of a conflict between corresponding clauses the following order of precedence will apply from highest to lowest unless otherwise expressly stated: a Statement of Work, an Order Form, these Supplemental Terms, the Master Terms, an addendum, an exhibit, amendment or appendix, and any other applicable additional terms.

Transporeon will be allowed to integrate services rendered by Service Partners, Transporeon's Affiliates and other third parties in the Transporeon Solution and to work with other subcontractors in this context.

**B. Implementation and Set-Up Services.** This Section B applies to Services provided by Transporeon as our subcontractor.

**B.1. Deadlines.** Parties will agree on any binding deadlines for Services in writing. The deadlines will be extended by the period of time during which Transporeon is prevented from providing Services due to circumstances beyond its control (e.g. force majeure) as well as a reasonable start-up time after elimination of this obstacle. After termination of an event of force majeure, Transporeon will notify Customer of the expected new deadlines for Services without undue delay. The same applies to any period during which Customer does not fulfil its cooperation obligations or delays their fulfilment. If mutually agreed deadlines have to be changed due to Customer's fault and such change results in additional costs, Transporeon may invoice these costs as additional effort based on the prices for affected Services as stipulated in the corresponding Statement of Work to the defaulting Customer. Transporeon will inform Customer in a timely manner in this case.

**B.2. Cooperation Obligations.** Customer will promptly provide Transporeon with all information required to perform Services, examine the results of Services without any delay and immediately report in writing or via e-mail any disruptions or defects with a description of all necessary details necessary for Transporeon to remedy the defect. Customer will support Transporeon in providing Services in a timely manner and free of charge to the extent necessary to provide Services. This includes particularly providing data, relevant staff and cooperating by creation of specifications and testing to the extent necessary to provide Services. If Customer does not fulfil its cooperation obligations which are necessary for the provision of Services, Transporeon is entitled to discontinue performance of Services and demand reasonable compensation. Any further statutory rights and obligations of Parties in such case remain unaffected.

**B.3. Acceptance.** Customer will accept Services when Transporeon has essentially rendered Services in a correct and complete manner as well as free of defects. Acceptance may not be refused by Customer by reason of trivial defects. The acceptance testing has to be carried out within the period agreed by Parties or – if no such agreement has been reached – within 14 days, upon Transporeon's request. Acceptance will be declared in writing or via e-mail.

Acceptance of Services will also be deemed to have been declared if Customer expresses its approval of Services in some other manner, e.g. by using Transporeon Solution in productive operations or by failing to reply to a request for acceptance by Transporeon within reasonable time (in the absence of agreement, longer than 14 days) or accepting the (partial) Service by the corresponding payments in accordance with Statement of Work or Order Form.

Transporeon may demand that Customer accepts definable components of Services that can be independently assessed and tested without the remaining parts (partial acceptance). By making such partial acceptance, Customer accepts the respective part of Services concerned. Subsequent acceptance procedures will only determine whether the accepted component of Services works in conjunction with Services in other areas of Implementation and Set-Up Services. The outcome of the final acceptance procedure does not affect any partial acceptance.

**B.4. Change Requests.** During implementation phase (i.e. the time period between the start of implementing the agreed Services and Go-Live of Customer), Customer may request changes and additions to the scope of Services in writing or via e-mail. Transporeon may decline to carry out Customer's request, particularly if it is unreasonable or not practicable from Transporeon view. Subject to prior informing Customer by Transporeon, Transporeon will charge Customer the actual incurred costs for time spent analyzing a Change Request and drafting a follow-up Statement of Work at the valid prices for Services based on time and material, especially if Customer decides not to implement the required change. Transporeon may also demand separate payment of the cost of any idle time caused by Customer due to its Change Request. Unless otherwise agreed in the respective Statement of Work, the deadlines agreed for Services will be extended by the period of time on which Services had to be interrupted due to Change Request, as well as by a reasonable start-up period.

**C. Term.** The initial term of the Subscription is set forth in the respective Order Form.

The initial term of each Subscription purchased through the Order Form begins on, and billing will commence on, the Billing Commencement Date, and continues until the end of the Subscription term specified on that Order Form (the “**Initial Subscription Term**”). Each Subscription term will automatically renew for successive one (1) year renewal terms unless notice of non-renewal is provided by a Party to the other Party at least sixty (60) calendar days before the end of the then-current term (each, a “**Renewal Subscription Term**”) (the Initial Subscription Term and any Renewal Subscription Terms collectively, the “**Subscription Term**”).

**C.1. Return of Data.** Upon your request received by us within thirty (30) calendar days prior to the effective date of termination of the Agreement, we will make available to you for download, in an electronic format supported by us, a file of Transportation Data available for export. You agree and acknowledge that after ten (10) calendar days from the date we make such data available for you to download, we will have no further obligation to maintain or provide any Transportation Data and may thereafter, unless legally prohibited, delete all Transportation Data in our systems or otherwise in our possession or under our control.

**D. Billing.** If a portion of estimated or fixed fees for Implementation and Set-Up Services are designated on the Order Form as payable in advance, such portion will be invoiced upon execution of the Order Form. Subscriptions may be recurring fee-based, or transaction-based. Subscriptions with transaction-based pricing are billed in arrears at the end of the billing cycle specified in the Order Form or SOW (or if not specified, the billing cycle will be monthly). If your Subscription is recurring fee-based with a specific User, unit or capacity limit per month, because such fees are based on a specified number of Users or a specified unit of measure or capacity, fees for additional Users and/or units purchased in the course of a Subscription period, or additional fees if User, capacity or usage limits has been exceeded, will be charged for any Subscription period where applicable, in full. Fees for Services will be documented on the Order Form or in a SOW. All reasonable out-of-pocket expenses incurred by Trimble for travel or lodging in connection with Implementation and Set-Up Services or other Services provided in connection with the Agreement will be reimbursed by you.

**E. Use of the Transporeon Solution.**

**E.1. Rights of Use.** For the Subscription Term we grant to you and your permitted Affiliates a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Transporeon Solution and related Services purchased or subscribed to by you and/or your Affiliate, solely for such party’s own internal business purposes in accordance with this Agreement.

To the extent an Order Form specifies that one or more of your Affiliates will utilize the Transporeon Solution through your Subscription, you will be responsible for any breach of the Agreement caused by the acts or omissions of such Affiliates.

Customer and Customer’s Affiliates will not be entitled to provide to Third Parties access to the Platforms, either for payment of a fee or free of charge. In particular, Customer and Customer’s Affiliates will expressly not be permitted, to sell, lend, rent or otherwise sublicense any work results provided by TRANSPOREON under this Master Service Agreement and/or Order Form and/or a Statement of Work or make them available to the public.

**E.2. Identification and Security.** Customer and Customer’s Affiliates will have access to the Platforms by way of their access credentials and subject to being able to meet the system requirements as described under <http://www.transporeon.com/en/system-requirements/> and updated from time to time. Customer and Customer’s Affiliates agree to keep their access credentials confidential and not to enter information or data into the Platforms that could harm, interrupt, damage or improperly access other computer programs, systems and information.

**E.3. Data Protection.** The details on Transporeon’s processing of personal data for the Transporeon Solution can be found on the login page of the Platform in the footer or online at <https://legal.transporeon.com/DP/PLT/en Platform Privacy Policy.pdf>.

**E.4. Restrictions.** You, your Affiliates, and your respective Users will not, directly or through others:

- (a) Circumvent the Transporeon Solution in order to avoid or reduce the payment of usage fees, in particular, by gathering information on the Platform for subsequent conclusion of a transport contract by other means than via the Platform, e.g. by telephone or email;

- (b) Use the Transporeon Solution for illegal agreements among competitors, circumvention of any embargos or any other illegal activity;
- (c) Use the Transporeon Solution for any purpose, including storing any data on a Transporeon Solution, that is racist, discriminatory, obscene, indecent, hateful, malicious, pornographic, potentially damaging to minors, defamatory, libelous, fraudulent, treasonous, threatening, abusive, excessively violent, promotes the use of violence, or is otherwise harmful to others, unlawful or against official regulations or requirements;
- (d) (i) Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Transporeon Solution or the data contained therein; or (v) attempt to gain unauthorized access to the Transporeon Solution or related systems or networks;
- (e) Except to the extent that such features are expressly contemplated by the Transporeon Solution, create Internet links to or from the Transporeon Solution, or “frame” or “mirror” any content forming part of the Transporeon Solution, other than on your own intranets or otherwise for your own internal business purposes;
- (f) Access the Transporeon Solution in order to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics of the Transporeon Solution; or
- (g) Attempt to do, or support or enable a third party to do, any of the foregoing.

**E.5. Blocking of Access and Data.** In addition to our rights under Section 2.3 of the Master Terms, we may immediately block your and/or your Affiliates’ access to the Transporeon Solution if you and/or your Affiliates violate any of the restrictions in Section D.3 above or knowingly circumvent, attempt to circumvent, or assist others in circumventing or attempting to circumvent any of the access or security controls of the Platform, including but not limited to in order to avoid or reduce the payment of usage fees, and may delete or block access to Transportation Data which violates the terms and restrictions of this Agreement. In making such decision, we will use reasonable efforts to take into account your and your Affiliates’ legitimate business interests and will consider any indications that there is no fault on your and/or your Affiliates’ part. We will inform you and/or your Affiliate by email in the event we blocking access and/or block or delete Transportation Data.

**E.6. Your Responsibilities.** You are responsible for all use of the Transporeon Solution by your Users. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Transportation Data provided to the Platform by you or on your behalf; (ii) be solely responsible for, and hold us harmless from and against, any changes to a load, vehicle, or route initiated by you or your User; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Transporeon Solution, and notify us promptly of any such unauthorized access or use; and (iv) comply in all material respects with laws, rules and regulations applicable to your use of the Transporeon Solution.

## **F. General Conditions.**

**F.1. Warranties.** We warrant (a) that during the Subscription Term the Transporeon Solution will perform in all material respects as specified in this Agreement, and (b) Services will be performed in a workmanlike and professional manner and in accordance with the descriptions set forth in the applicable SOW. Our sole obligation and liability, and your exclusive remedy, for any breach of this warranty will be for us to undertake commercially reasonable efforts to correct defects in the Transporeon Solution and/or Services provided to you which materially adversely affects you. You must submit a warranty claim for Services within sixty (60) calendar days of the completion of such Services. The foregoing warranty is contingent upon proper use of the Transporeon Solution and compliance with the terms of the Agreement by you and your Affiliates.

We are not a party to the contracts between you and/or your Affiliates and other Users. We does not warrant that any offer will be matched by a corresponding demand or that any contract will be concluded between you and/or your Affiliates and other Users. We are not responsible for the provision of any performance contractually agreed between them or for the provision of any consideration.

**F.2. Defects.** Defects must be notified in writing with a comprehensible and detailed description of the causes of the defects, and as far as possible evidenced by written recordings, hard copies or other documents demonstrating the defects. The notification of defects will be made in a form that enables us to reproduce



the defect. We may refuse to remedy defects until Customer has paid the agreed fees to us less the amount that corresponds to the economic value of the defect.

**F.3. Additional Disclaimers and Risk Allocation for Supplemental Terms.** In addition to the terms specified in the Master Terms, the following additional disclaimers and risk allocations provisions apply to the Supplemental Terms:

**F.3.1.** NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE TRANSPOREON SOLUTION, SERVICES, OR THE AGREEMENT MAY BE BROUGHT BY YOU OR YOUR AFFILIATES MORE THAN TWO (2) YEARS AFTER SUCH ACTION HAS ACCRUED.

**F.3.2.** NEITHER WE, TRANSPOREON, NOR OUR SERVICE PARTNERS WILL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, INJURIES, CAUSES OF ACTION, LOSSES, EXPENSES, DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES, ARISING OUT OF THE EXCHANGE OR DOWNLOADING OF DATA, FILES, INFORMATION, OR CONTRACTUAL AND NON-CONTRACTUAL RELATIONSHIPS AND/OR AGREEMENTS AMONG USERS OF THE TRANSPOREON SOLUTION. WE MAKE NO GUARANTEE THAT ANY OFFER BY A USER WILL BE ACCEPTED, THAT ANY CONTRACT WILL BE ENTERED INTO, OR THAT ANY TIME SLOTS WILL BE BOOKED OR OBSERVED BY USERS OF THE TRANSPOREON SOLUTION.

**F.3.3.** YOU AND YOUR AFFILIATES ACKNOWLEDGE THAT WE HAVE NO CONTROL OVER THE SERVICES OF THIRD PARTIES, IN PARTICULAR, VALUE-ADDED NETWORK SERVICES. WE RELY ON INTEROPERABILITY WITH SUCH SERVICES BUT CANNOT AND DOES NOT GUARANTEE THEIR UNINTERRUPTED, SECURE, OR ERROR-FREE NATURE. WE DO NOT WARRANT AND HEREBY DISCLAIMS THAT THE SERVICES OF THIRD PARTIES WILL PROVIDE PROTECTION FROM, VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, CANCELBOTS OR OTHER HARMFUL OR DELETERIOUS PROGRAMMING ROUTINES, DATA LOSS, UNAUTHORIZED, UNKNOWN, OR UNFORESEEABLE SECURITY BREACHES, ACCESSES, OR ATTACKS INTO OR AFFECTING CUSTOMER'S EQUIPMENT OR SYSTEMS, AND ANY FORM, OR REAL-TIME DETECTION, OF ANY OR ALL OF THE FOREGOING.

**F.3.4.** WE WILL ONLY BE RESPONSIBLE FOR THE RESTORATION OF TRANSPORTATION DATA TO THE TRANSPOREON SOLUTION IF YOU AND YOUR AFFILIATES HAVE ENSURED THAT SUCH TRANSPORTATION DATA CAN BE REPRODUCED WITH NO MORE THAN COMMERCIALY REASONABLE EFFORTS FROM THE COLLECTIONS OF TRANSPORTATION DATA THAT ARE KEPT IN MACHINE-READABLE FORM AND THAT YOU AND YOUR AFFILIATES SAVE THEIR LATEST TRANSPORTATION DATA AT SHORT REGULAR INTERVALS (AT LEAST ONCE EVERY WORKDAY).

**F.3.5.** OUR STORAGE OF YOUR TRANSPORTATION DATA ON THE PLATFORM SERVES EXCLUSIVELY AND PRIMARILY THE PURPOSE OF PROVIDING TRANSPOREON SOLUTION TO YOU, AND IS NOT INTENDED AS A DATA WAREHOUSE. PROPER KEEPING AND STORAGE OF BOOKS, RECORDS AND DOCUMENTS IS NOT GUARANTEED BY THE USE OF THE TRANSPOREON SOLUTION AND/OR PLATFORM AND IS YOUR SOLE RESPONSIBILITY. OUR LIABILITY FOR DATA LOSS WILL BE LIMITED TO THE TYPICAL RECOVERY COSTS THAT WOULD HAVE BEEN INCURRED IF BACKUP COPIES HAD BEEN MADE ON A REGULAR BASIS AND IN SUCH A WAY AS TO BE SUSCEPTIBLE TO RISKS. SUBJECT TO THE RISK ALLOCATION TERMS OF THE AGREEMENT, WE WILL ONLY BE RESPONSIBLE AND FOR LOSS OF TRANSPORTATION DATA LOSS TO THE EXTENT YOU HAVE ENSURED THROUGH APPROPRIATE DATA BACKUP MEASURES THAT THE TRANSPORTATION DATA CAN BE RECONSTRUCTED WITH REASONABLE EFFORT FROM DATA MATERIAL HELD IN MACHINE-READABLE FORM.

**F.4. Third Party Products and Uncertified Integrations.** With respect to third party software that is not included as part of the Transporeon Solution provided to you by us, such as an add-in or integration, that we install or set up at your request ("**Third Party Products**") and with respect to the use of an API to connect to a third party solution which connection has not been certified by us ("**Uncertified Integrations**"), you are responsible for licensing Third Party Products directly and for payment of any license or subscription fees required, and for compliance with any applicable license or subscription terms; you represent and covenant to us that at all times during the term of the Agreement you will have all rights

necessary to allow us to install and utilize Third Party Products in the Transporeon Solution provided to you; and you agree and acknowledge that any impact or degradation to, or issue with, the Transporeon Solution caused by Third Party Products or Uncertified Integrations will not be our responsibility, any support provided by us in connection therewith will be provided at our sole discretion, and if such support is provided by us such support will be billed on a time and materials basis at our then-current support rates.

## Exhibit A – Support Services

1. **Customer Support.** As of the Billing Commencement Date and for the Subscription Term, we will provide you, at no additional charge, with (a) Software Support and Platform Support as set forth below, and (b) minor modifications and enhancements we choose to make to the Transporeon Solution from time to time on a when and if available basis which are made generally available to all Transporeon Solution users at no charge (“**Enhancements**”). Enhancements do not include new products, features, and Subscriptions for which we charge an additional fee to customers.
  - 1.1. You are responsible for providing User support for general end user questions and issues respect to the Transporeon Solution (“**Your Tier 1 Software Support**”). Your Tier 1 Software Support includes, by way of example, issues with user credentials, inability to access the Transporeon Solution due to issues with your network or hardware, training on the use of the Transporeon Solution, etc.
  - 1.2. We will provide the following:
    - (a) technical or operation assistance in response to direct specific questions relating to the use and operation of the Transporeon Solution which cannot be answered through Your Tier 1 Software Support and are escalated to our support team, and remedies for any programming errors which are attributed to the Transporeon Solution and which significantly hinder your Users’ ability to use the Transporeon Solution for its intended purpose (“**Software Support**”); and
    - (b) technical and operation assistance in response to specific issues that arise in the Platform which impact your Users’ ability to use the Transporeon Solution for its intended purpose (“**Platform Support**”). Platform availability information is available at <https://transporeon.statuspage.io>; it is your responsible to subscribe to this page.

Following receipt of a support request, if the issue is not due to a force majeure event (for which we are not responsible) we will categorize the issue as Software Support or Platform Support and assign it to the appropriate support team. The support team will classify the issue. If you provide your initial classification suggestion when you open a support ticket, we will either confirm or reclassify the issue as determined in our reasonable opinion. Our ability to provide support is dependent on your cooperation with us in addressing any support request, including but not limited to providing to us if reasonably requested by us a listing of output and any such other data in order to allow us to reproduce operating conditions similar to those present when the issue occurred or was discovered. We will use commercially reasonable efforts to address confirmed issues. Troubleshooting, fixes, reconfiguration/reinstallation, and other work performed by us resulting from the acts or omissions of you or your agents (e.g., customizations, or errors introduced in system changes, made by you or your agents) will be billed to you at our standard time and materials rate, and you agree to pay such charges, and are not considered critical support for the purposes of Section 2 below.

If the cause of a defect is not obvious to you, we will investigate the cause. We may require compensation for such investigation on the basis of our standard time and materials rate valid at the time of the investigation if we are not responsible for the defect, in particular, if the defect is due to your and/or your Affiliates’ usage of unsuitable hardware or externally obtained components, or to your and/or your Affiliates’ interference.

## 2. Support Hours.

- 2.1. **Non-Critical Support.** We (through Transporeon as our subcontractor) provide non-critical support for the Transporeon Solution during standard support hours set forth below (excluding statutory and governmental holidays). If a non-critical support issue cannot be resolved by the end of support hours on a given support day, support for the issue will resume at the start of support hours on the next support day. All requested non-critical support which we agree to provide outside of standard support hours will be billed to you at our then-current standard premium support rate(s).

Product Family	Standard North American Support Hours
Transporeon	8:00am to 6:00pm Monday-Friday ET*

\* Support hours are 8:00am to 12:00pm on 12/24 and 12/31. Support is closed on New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

- 2.2. Critical Event.** We will provide 24x7 support related to system accessibility issues which we reasonably determine are directly caused by an interruption in the Transporeon Solution.

The term “**Event**” is defined in line with the Information Technology Infrastructure Library (ITIL) Standards. Events are changes of state that have significance for the management of an IT service or other configuration item. By nature, they are noticeable by multiple customers.

If you report an issue, which is qualified initially as an Event, but which after analysis points to an issue with your own infrastructure and/or third-party vendors of services, we have no liability. We will point to you the perceived root cause from our side, but it is your responsibility to take additional steps toward the mitigation and resolution of the issue, whether alone or with your third-party providers.

### **3. Response Procedure.**

(a) If the Event is general, affecting more customers, then it is recognized by Transporeon, and a notification is transmitted via the status page [transporeon.statuspage.io](https://transporeon.statuspage.io).

(b) Customer’s responsibility is to subscribe to this page in order to receive such an information automatically. Such information is provided in real-time and is deemed as a first response.

(c) If the Event is recognized and by Customer reported:

The first response is from Transporeon and can be formulated as described below:

- An answer by phone
- A written reply, confirming that we acknowledge receipt of the request and are working on it, telling Customer who is the person responsible for working on the task and how they can contribute to the task.

The first response, whether by telephone or in writing, is applicable during business hours mentioned for specific regions under section 2.1 (Non-Critical Support). Such a response will be provided immediately after the request has been created, and within one hour at the latest. If the request is raised outside the opening hours of the region in which it is made and needs to be resolved, it will be dealt with as a priority on the next working day.